



INTERAGENCY AGREEMENT
Between
WASHINGTON STATE PARKS AND RECREATION COMMISSION
And
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION



PARKS AGREEMENT# IA 507-022
CONTRACTOR AGREEMENT # GCA 4688

THIS AGREEMENT is made and entered into by and between the Washington State Parks and Recreation Commission, hereinafter referred to as "PARKS," and Washington State Department of Transportation – Olympic Region, hereinafter referred to as the "CONTRACTOR".

IT IS THE PURPOSE OF THIS AGREEMENT for the CONTRACTOR to provide the professional expertise that does not exist within the limited staff availability of PARKS and that the CONTRACTOR can perform on a mutually beneficial basis.

NOW, THEREFORE, by virtue of chapter 39.34 RCW, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

The CONTRACTOR shall furnish the necessary personnel, equipment, material, and/or services and otherwise do all things necessary for or incidental to the performance of the work as set forth below:

This project entails resurfacing of the worst portions of the entrance road to Old Fort Townsend State Park, as agreed upon by the PARKS and CONTRACTOR representatives, for a time and materials fee.

PERIOD OF PERFORMANCE

The period of performance of this AGREEMENT shall commence on the date signed by PARKS, and be completed no later than April 30, 2006, unless terminated sooner as provided herein.

PAYMENT

Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein is **Ten Thousand, Three Hundred Fifty-five, and 38/100ths Dollars (\$10,355.38)**. Payment for satisfactory performance of actual direct and related indirect costs of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded. Compensation for services shall be based on the following rates and in accordance with the following terms, or as set forth in accordance with the budget in Attachment A which is attached hereto and incorporated herein.

BILLING PROCEDURE

The CONTRACTOR shall submit invoices no more often than monthly. Payment to the CONTRACTOR for approved and completed work will be made by warrant or account transfer by PARKS within 30 days of receipt of the invoice. Upon expiration of the contract, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

RECORDS MAINTENANCE

The parties to this contract shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all actual direct and related indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this AGREEMENT will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this AGREEMENT to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA

Unless otherwise provided, data, which originates from this AGREEMENT shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by PARKS. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this AGREEMENT shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

This AGREEMENT may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION

Either party may terminate this AGREEMENT upon 30 days' prior written notification to the other party. If this AGREEMENT is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this AGREEMENT prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this AGREEMENT, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this AGREEMENT may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this AGREEMENT, it shall be determined by a Dispute Board in the following manner: Each party to this AGREEMENT shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board not affiliated with either party. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control. All costs associated with the appointed additional member shall be at 100% PARKS expense.

GOVERNANCE

This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this AGREEMENT shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this AGREEMENT, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. applicable state and federal statutes and rules;
- b. statement of work; and
- c. any other provisions of this AGREEMENT, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this AGREEMENT, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this AGREEMENT shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this AGREEMENT unless stated to be such in a writing signed by an authorized representative of the party and attached to the original AGREEMENT.

SEVERABILITY

If any provision of this AGREEMENT or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this AGREEMENT which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this AGREEMENT, and to this end the provisions of this AGREEMENT are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

This AGREEMENT contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind any of the parties hereto.

PROJECT MANAGEMENT

The project representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this AGREEMENT.

The Project Representative for CONTRACTOR is: William Riley, Asst Superintendent, (360) 457-2713.

The Project Representative for PARKS is: Russell Hendricks, Construction & Maintenance Superintendent, (360) 344-4421.

INDEMNIFICATION

Each PARTY to this AGREEMENT shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages (both to persons and property), arising out of, or in any way resulting from, each PARTY's negligent acts or omissions with respect to the provisions of this AGREEMENT. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages (both to persons and property) is caused by the sole negligence of the PARTY. Where such claims, suits, or actions result from concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the PARTY's own negligence. This indemnification shall survive the termination of this

AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT.

**Washington State Parks and
Recreation Commission**

By: _____

Title: _____

Date: _____

**Washington State Department of
Transportation – Olympic Region HQ**

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM (CONTRACTOR)

By: _____

Date: _____

Approved As To Form:
Mark Schumock
Asst. Attorney General for PARKS
02/20/05

ATTACHMENT A
Estimate of Cost

All quantities are estimated:

1. Materials.	80 tons of hot mix estimated	80 X \$42.50 per ton	\$3,400.00
2. Labor.	6 people x 20 hrs.	120 hrs X \$30.00	\$3,600.00
3. Equipment.	Grader \$7.00 per hr + Roller \$4.50 + tack pot \$4.00 + 2 dump trucks \$10.50ea + tilt deck trailer \$2.00 + 2- 1 ton trucks \$4.50ea all X 20 hours		\$950.00
4. Contingency (16%)		Subtotal	<u>\$1272.00</u> \$9,222
5. WSDOT Overhead (12.29%)			<u>\$1133.38</u>
TOTAL ESTIMATED COST			\$10,355.38